

AG Contract No. KR98-0415TRN
ADOT ECS File No. JPA 98-23
Project: HX053 01C
Section: SR 260 @ Buck Springs Rd.
Ponderosa Pkwy.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
NAVAJO COUNTY, ARIZONA

THIS AGREEMENT is entered into 27 APRIL, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and NAVAJO COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to construct, operate and maintain an intersection improvements and installation of a new traffic signal warranted in Navajo County at SR 260 and Buck Springs Road/Ponderosa Parkway, at an estimated cost of \$250,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22340
Filed with the Secretary of State
Date Filed: 04/27/98

Betsy Gayles
Secretary of State

By: Nicky Shoenwald

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for the cost of the Project over \$90,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon execution of this agreement invoice the County for the estimated fifty percent (50%) share of the cost of the Project, in an amount not to exceed \$90,000.00. Upon completion of the project, reimburse the County any unused funds.

d. Upon completion and acceptance of the Project, provide traffic signal maintenance.

e. Upon completion and acceptance of the Project, maintain SR 260, Buck Springs and Ponderosa within State right of way.

2. The County will:

a. Remit to the State fifty percent (50%) of the estimated cost of the Project, in an amount not to exceed \$90,000.00, within 30 days after receipt of an invoice.

b. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Upon completion and acceptance of the Project by the State, provide traffic electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Navajo County
County Manager
P. O. Box 668
Holbrook, AZ 86025

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NAVAJO COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
LEWIS TENNEY, Chairman
Board of Supervisors

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By 
JUDY JONES
Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 27th day of February 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Navajo County, for the purpose of defining responsibilities, wherein the State and the County desire to construct, operate and maintain a new traffic signal light warranted in Lakeside, Arizona at SR 260 at Buck Springs Road/Ponderosa Parkway, at an estimated cost of \$250,000.00.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for LARRY S. BONINE, Director

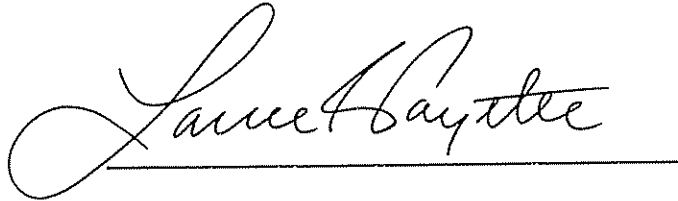
Excerpt of the official minutes of the Navajo County Board meeting of 4/6/98:

-Approval of the Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for Improvement and Installation of a New Traffic Signal at the Intersection of SR260 and Buck Springs/Ponderosa Parkway: Mr. Williams stated the Board authorized him to send a letter to ADOT giving assurance for Navajo County's share of funding for the traffic signal at Buck Springs Road and SR260. John Williams, the developer for Pinetop Crossing submitted a check for \$10,000, and a check was received for \$9,500 from White Mountain Summer Homes for their portion of the project. (Mr. Tommy Thompson returned at 9:53 a.m.) Approval of the IGA would authorize funding not to exceed \$90,000, which would include \$58,750 in HURF funds and \$11,750 from District V road funds. It is anticipated that the light will be in place by July 4, 1998. **Mr. Vicario made a motion** to approve the IGA with ADOT for installation of a traffic signal at SR260 and Buck Springs Road/Ponderosa Parkway; motion seconded by Mr. Deal and carried; vote unanimous approving the motion.

APPROVAL OF THE NAVAJO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and NAVAJO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 30TH day of MARCH 1998.

A handwritten signature in cursive script, reading "Lance Bayette", written over a horizontal line.

County Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0415TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE April 21, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11859

Enc.